

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 10/11/2012

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Modification No. 2 to Agreement with Building & Earth Sciences, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Building & Earth Sciences, Inc. for Construction Materials Testing Services Redstone Gateway, Phase 1A, Project No. 65-10-SP21, by Modification No. 2

10-981 & 12-251

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for the continuation to provide testing services on concrete and soils during the construction of Redstone Gateway, Phase 1A and 1F projects for a total modification amount of \$39,851.90. An additional thirty (30) calendar days added to contract completion. New end date: January 1, 2013. Account No. 05-6500-0811-4010.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 10/2/12

revised 3/12/2012

10-2-12

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **10/11/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 2**

Document Name: **Building & Earth Redstone Gateway 65-10-SP21**

City Obligation Amount: **\$39,851.90**

Total Project Budget: **\$119,499.65**

Uncommitted Account Balance: **0**


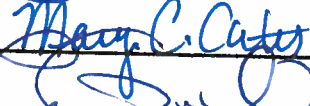

Account Number: **05-6500-0811-4010**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		10/2/12
2) Legal		10/3/12
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 12-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 2 to the Agreement with Building & Earth Sciences, Inc., adopted and approved on the 2nd day of December, 2010, by the City Council of the City of Huntsville, Alabama by Resolution No. 10-981, and amended on the 22nd day of March, 2012, by Resolution No. 12-251, as attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be and hereby is modified from SEVENTY-NINE THOUSAND SIX HUNDRED FORTY-SEVEN AND .75/100 DOLLARS (\$79,647.75) to ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED NINETY-NINE AND .65/100 DOLLARS (\$119,499.65), including this Modification No. 2, an increase of THIRTY-NINE THOUSAND EIGHT HUNDRED FIFTY-ONE AND .90/100 DOLLARS (\$39,851.90). There are an additional thirty (30) calendar days added to contract completion. New end date: January 1, 2013. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 2 to Agreement between City of Huntsville and Building & Earth Sciences, Inc. for Construction Materials Testing Services Redstone Gateway, Phase 1A, Project No. 65-10-SP21, as adopted by Resolution No. 10-981 of December 2, 2010, and amended by Resolution No. 12-251 of March 22, 2012" consisting of a total of three (3) pages plus five (5) additional pages consisting of Attachment "A", and the date of October 11, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of October, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 11th day of October, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA       )  
COUNTY OF MADISON     )

Modification No. 2 to Agreement between  
the City of Huntsville and Building & Earth  
Sciences, Inc. for Construction Materials  
Testing Services Redstone Gateway, Phase  
1A, Project No. 65-10-SP21, as adopted by  
Resolution No. 10-981 of December 2,  
2010, and amended by Resolution No. 12-  
251 of March 22, 2012

**THIS MODIFICATION TO AN AGREEMENT** entered in on the 2nd day of December, 2010, in the amount of FORTY-NINE THOUSAND SEVEN HUNDRED EIGHTY AND .25/100 DOLLARS (\$49,780.25), and amended on the 22nd day of March, 2012, in the amount of TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND .50/100 DOLLARS (\$29,867.50) making the revised contract amount SEVENTY-NINE THOUSAND SIX HUNDRED FORTY-SEVEN AND .75/100 DOLLARS (\$79,647.75), is hereby amended by Modification No. 2 dated October 11, 2012, in the amount of THIRTY-NINE THOUSAND EIGHT HUNDRED FIFTY-ONE AND .90/100 DOLLARS (\$39,851.90) making the revised contract amount ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED NINETY-NINE AND .65/100 DOLLARS (\$119,499.65) by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (OWNER) and BUILDING & EARTH SCIENCES, INC., (ENGINEER).

**WITNESSETH**

**WHEREAS**, the firm identified as the ENGINEER to the Agreement dated December 2, 2010, and amended on March 22, 2012, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change to provide additional testing services.

**WHEREAS**, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Building & Earth Sciences, Inc. will provide for additional testing services at a time and materials cost not to exceed THIRTY-NINE THOUSAND EIGHT HUNDRED FIFTY-ONE AND .90/100 DOLLARS (\$39,851.90) There are an additional thirty (30) calendar days added to contract completion. New end date: January 1, 2013.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL

Date: October 11, 2012

2. Item #1 shall be performed in accordance with the original agreement dated December 2, 2010, and approved by the City Council by Resolution No. 10-981, and as described in the letter from Robert M. Adam to Chris McNeese, dated September 17, 2012, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

**IN WITNESS WHEREOF**, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,  
a municipal corporation

By: \_\_\_\_\_  
Tommy Battle  
Its Mayor

ATTEST:

\_\_\_\_\_  
Charles E. Hagood  
City Clerk-Treasurer

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ENGINEER: BUILDING & EARTH  
SCIENCES, INC.

By:

Robert M. Adams

ATTEST:

Lameka Carter

STATE OF ALABAMA    )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Robert M. Adams, as Huntsville Branch Manager, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 2nd day of October 2012.

Mary C. Hollingsworth  
Notary Public  
My Commission Expires: 3/28/2015



**ATTACHMENT "A"**

**BUILDING & EARTH**

Geotechnical, Environmental, and Materials Engineers  
2807 Leeman Ferry Road Suite 5 • Huntsville, AL 35801  
Ph: (256) 713-0056 • Fax (256) 539-7021  
www.buildingandearth.com

September 17, 2012

  
Mr. Chris McNeese  
City of Huntsville Engineering Department  
320 Fountain Circle  
Huntsville, AL 35801

Subject: Proposal to Provide Construction Materials Testing  
Public Infrastructure Areas of Redstone Gateway  
Redstone Arsenal, AL  
Building & Earth Proposal No: HV14001R

Dear Mr. McNeese:

Building & Earth Sciences, Inc. is respectfully requesting additional funding to complete Phase 1A through 1F at Redstone Gateway.

**SCOPE OF SERVICES**

Based on our understanding of the project, our scope of services will continue to include field density testing, asphalt pavement testing, concrete testing and inspection for culverts, and other quality assurance related inspections. The purpose of our presence at the site will be to monitor the earthwork contractor's activity and perform field density tests to determine if the earthwork is progressing in accordance with the project plans and specifications. The quality assurance and inspection services will be conducted for culverts, utility installations, etc.

During construction, our project manager will visit the project site during the critical periods of earthwork, including site grading near fill slopes or initiating fill in a new area. We will make periodic visits to determine if the observed site grading activities conform to the project specifications and generally acceptable construction practices. The project engineer will review the daily reports generated by the field technician and provide technical as well as administrative oversight for the project. An engineering technician will be assigned to the project site to perform daily testing and observation activities. Daily field reports will be prepared documenting the results of our tests.

Auburn, AL • Bentonville, AR • Birmingham, AL • Columbus, GA • Huntsville, AL • Louisville, KY  
New Orleans, LA • Raleigh, NC • Savannah, GA • Shreveport, LA • Tulsa, OK

Proposal HV14001 (CO2)

08-29-12

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Justification for current overage of \$18, 882.65:

Our last Budget Extension was based:

Technician Time ( Soils/Concrete/ Asphalt with no OT)-----	484.75
Number of Concrete Pours (Culvert + Curb and Gutter) -----	35
Number of Paving Days -----	7
Total Hours of Engineering Time -----	31

During the period from December through the end of July billing the actual project testing needs were as follows:

Technician Time ( Soils/Concrete/ Asphalt including OT) -----	1146.25
Number of Concrete Pours ( Culvert+ Curb and Gutter) -----	70
Number of Paving Days -----	37
Total Hours of Engineering Time -----	62.5

Additionally, we have discussed what is remaining to complete the project with Brasfield & Gorrie, and there various subcontractors and also reviewed the most recent version of the schedule.

Based on the discussion and review, the following activities were to remain as of July31:

The project phases that require testing are to be completed in November 2012.

23 additional Culvert Pours

9000 linear feet of curb and gutter to be placed (approximately 45 days).

This would result in approximately 68 addition concrete placement episodes and an estimated 153 hours for technician time, plus additional time for reporting and report review. It would also would result in 68 additional sets of concrete cylinders. *(We have revised the budget to assume 39 concrete pours total with 87.75 technician hours and 39 sets of cylinders).*





14 days of Mass Grading  
48 days of trench backfill for box culverts  
64 days for base and pavement (We estimate 20 days for base testing and 10 days actual paving).

This would result in an estimated 432 addition technician hours for mass grading, culvert backfill, and basestone testing. Additional it would result in an estimated 96 hours for asphalt placement testing.

*(We have revised our budget to assume 28 visits for trench backfill and basestone, 18 days of full time work for mass grading, and 10 days at 8 hrs per day for asphalt placement. The result would be 292 technician hours for earthwork, backfill, and base stone with 80 hours for Asphalt pavement).*

#### **ANTICIPATED PROJECT BUDGET Extension**

The cost for our QA services will depend of the actual time required to maintain an adequate level of testing. We estimate the following will be necessary to complete through Package F:

Approved Budget (Orig. + CO 1 to cover 1A thru 1F)-----	\$ 79,647.75
Additional Funds Needed:	
Billing though July31 beyond the approved budget -----	\$18, 882.65
Anticipated Need (Based on Project Ending in November):	
Field Density Testing-----	\$12,027.50
Concrete Testing-----	\$5,879.25
Asphalt Testing -----	\$3,062.50
<b>Budget Extension Requested: -----</b>	<b>\$ 39,851.90</b>

#### **CLOSING**

We look forward to completing Phases 1A through 1F for the project. Our hourly rates are attached (they have not been revised since 2010 and will remain in effect for the project). If you have any questions regarding this request for additional budget or care to discuss any modifications in the total scope of services outlined, please call us.



Proposal HV14001 (CO2)

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Respectfully submitted,

**Building & Earth Sciences, Inc.**

*Robert M. Adams*

Robert M. Adams, P.E.

Huntsville Branch Manager

[radams@buildingandearth.com](mailto:radams@buildingandearth.com)

Proposal HV14001 (CO2)  
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**BUILDING & EARTH SCIENCES, INC.  
2010 CMT FEE SCHEDULE**

**(These rates will remain in effect for the duration of the project)**

**PERSONNEL**

Clerical Services.....	\$30.00/hour
Engineering Technician- concrete.....	\$32.00/hour
Engineering Technician- soils (includes Nuclear Moisture-Density Gauge).....	\$ 35.00/hour
Structural Steel Inspector (CWI) or Special Inspector.....	\$50.00/hour
Field Engineer .....	\$55.00/hour
Staff Engineer.....	\$65.00/hour
Project Manager, PE .....	\$75.00/hour
Sr. Project Manager, P.E.....	\$100.00/hour
Geotechnical Division Manager, P.G., P.E. ....	\$125.00/hour

**SOIL TESTING**

Standard Proctor Test ( <i>ASTM D-698 or AASHTO T-99</i> ) .....	\$95.00/each
Modified Proctor Test ( <i>ASTM D-1557 or AASHTO T-180</i> ).....	\$110.00/each
One-Point Proctor Verification	
Standard Proctor .....	\$40.00/each
Modified Proctor.....	\$50.00/each
Atterberg Limits Determination.....	\$75.00/each
Material Finer than No. 200 Sieve (washed).....	\$50.00/each
Mechanical Grain Size Analysis.....	\$70.00/each
Moisture Content Determination.....	\$10.00/each

**CONCRETE AND AGGREGATE TESTING**

Concrete Cylinders .....	\$12.00/each
Grout or Mortar Cubes.....	\$16.00/each
Review of Submitted Mix Design for Compliance with ACI Requirements.....	\$250.00/each

**ADMINISTRATIVE/MANAGEMENT**

A transportation charge of \$0.60 per mile will be included for all travel to and from the project location in excess of 50 miles. (Note: Mileage is waived for this project).

Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 1.5 times the normal unit rates.

Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Clerical services will be billed at a rate of 0.25 hours per report to cover the cost of report preparation, revisions and distribution. Project coordination time will be billed according to the actual time required for scheduling.

